

REMARKS

Claims 4-6 and 45-59 were rejected and remain pending. Reconsideration and allowance are respectfully requested.

Claim Rejections – 35 USC § 103

Claims 4-6, 45-48, 52, and 56 were rejected under 35 U.S.C. 103(a) as being unpatentable over Walker (US PGPub 2002/0107765) in view of "CarsDirect.com to Offer Breakthrough Multi-Lender Finance Service," *Business Wire* (Oct. 16, 2000) ("CarsDirect.com"). This rejection is respectfully traversed and reconsideration is requested.

Claims 4-6 are directed to determining which of several finance programs would generate the highest profit using a target monthly payment as a criteria. Financial data associated with the customer, a target monthly payment, and information about the vehicle are inputted to a computer system. A database containing information about several retail finance programs is accessed. The profit that each finance program would generate is calculated using the target monthly payment as a criteria, as well as the financial data and information about the vehicle. The calculated profits from each of the finance programs for that target monthly pay are compared. The retail finance program that would yield the highest profit for that target monthly payment is selected and communicated to a user.

One significant feature of these claims is that the computer system methodically calculates the profit that would be made with each of retail finance programs "given the amount of the target monthly payment." In other words, **the target monthly payment is used as a criteria for identifying the most profitable finance program**. This approach is not obvious in view of the applied references.

Walker discloses an on-line system for approving credit applications. See Abstract. Each finance option is ranked on a display screen in order of how much revenue it would bring the dealership. ¶ 0065. However, and as recognized by the

Examiner, **Walker does not use a target monthly payment as a criteria for identifying the most profitable finance program.**

The Examiner nevertheless urges that CarsDirect.com discloses this very feature. Specifically, the Examiner contends that "CarsDirect.com discloses . . . calculating a profit amount for each of the plurality of retail finance programs . . . given the amount of the target monthly payment." This is not correct. **CarsDirect.com does not disclose or suggest using a target monthly payment as a criteria for identifying the most profitable finance program.** A buyer merely provides "requested terms" and "select[s] the most attractive financing option," including the program with the lowest monthly payment. There is no suggestion to calculate the profit which each program would generate based on a target monthly payment. The mere fact that the selection of a finance program may "consider the customer's financial situation" is a far cry from suggesting that a target monthly payment be used to select the most profitable program. To the contrary, CarsDirect.com **teaches away** from this approach. CarsDirect.com teaches that the buyer should select the financing option which is "most advantageous to the car buyer[]." That is rarely the option which yields the greatest profit.

Claims 45-47 are dependent upon Claims 4, 5, and 6, respectively, and thus are also patentable in view of the applied references for the same reasons.

Claims 45-47 also require the amount of available cash to be used as a criteria for identifying the most profitable finance program. The Examiner's contention that CarsDirect.com discloses this feature is incorrect. CarsDirect.com merely discloses that a buyer may provide request terms and select the finance program with the lowest cash down payment. There is no suggestion to calculate the profit which each program would generate based on the amount of available cash. To the contrary, CarsDirect.com **teach away** from this approach. As indicated above, CarsDirect.com teaches that the buyer should select the financing option which is "most advantageous to the car buyer[]," which is rarely the option which yields the greatest profit.

Claim 48, 52, and 56 are dependent upon Claims 4, 5, and 6, respectively, and thus are also patentable in view of these references for the same reasons given above in connection with Claims 4, 5, and 6.

Claims 48, 52, and 56 also require the calculating step to “maximize[] the amount of profit that can be generated by each of the retail finance programs.” The Examiner’s contention that CarsDirect.com discloses this feature is incorrect. There is nothing in CarsDirect.com that is even close. To the contrary, CarsDirect.com **teach away** from this approach. As indicated above, CarsDirect.com teaches that the buyer should select the financing option which is “most advantageous to the car buyer[],” which is rarely the option which yields the greatest profit.

Claims 49, 53, and 57 were rejected under 35 U.S.C. 103(a) as being unpatentable over Walker in view of CarsDirect.com as applied to Claims 48, 52, and 56, and further in view of “Vehicle price varies with financing; [Final Edition],” *The Ottawa Citizen* (April 2, 1999) (“Clarke”). This rejection is respectfully traversed and reconsideration is requested.

Claims 49, 53, and 57 are dependent upon Claims 4, 5, and 6, respectively. As explained above, Claims 4, 5, and 6 are patentable in view of Walker and CarsDirect.com. Clarke does not make up for any of the deficiencies in Walker and Cars-Direct.com.

Claims 49, 53, and 57 also require the sales price of the vehicle to be increased as part of the process of determining which financing program would yield the highest profit. Clark discloses that an increase in the sale price will cause an increase in the gross profit margin. However, the **same** increase in the gross profit margin would occur, regardless of which finance program is selected. Thus, knowledge that the gross profit margin can be increased by increasing the sales price in no way suggests that the sales price should be increased as part of a process of identifying the most profitable finance program.

Claims 50, 51, 54, 55, 58, and 59 were rejected under 35 U.S.C. 103(a) as being unpatentable over Walker in view of CarsDirect.com as applied to Claims 48, 52, and 56, and further in view of "Car's price just part of the deal," *Tampa Tribune* (Sept. 18, 1997) ("Tampa Tribune"). This rejection is respectfully traversed and reconsideration is requested.

Claims 50, 51, 54, 55, 58, and 59 are dependent upon Claims 48, 52, and 56, respectively. As explained above, Claims 448, 52, and 56 are patentable in view of Walker and CarsDirect.com. Tampa Tribune does not make up for any of the deficiencies in Walker and CarsDirect.com.

Claims 50, 51, 54, 55, 58, and 59 also require an upward adjustment in a sales price to be made as part of the process of determining which finance program would be the most profitable. The mere fact that the price of an extended warranty or service contract might be negotiable in no way suggests this feature. Again, increasing a the sales price would cause the **same** increase in the gross profit margin, regardless of which finance program is selected. Thus, knowledge that the gross profit margin can be increased by increasing a sales price in no ways suggests increasing the sales price as part of an effort to identify the most profitable finance program. To be sure, there is absolutely nothing in Tampa Tribune which suggests increasing a sales price as part of a process of identifying the most profitable finance program.

CONCLUSION

For the foregoing reasons, it is respectfully submitted that this application is now in condition for allowance and early notice of the same is earnestly requested.

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper or any other paper or matter in this application, including extension of time fees, to Deposit Account 501946, and please credit any excess fees to such deposit account.

Respectfully submitted,
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